

# GENERAL TERMS AND CONDITIONS

## OF STUDENTENWERK SCHLESWIG-HOLSTEIN (LANDLORD)<sup>1</sup>

(as of: September 2020)

### PRELIMINARY REMARK

If this text does not use gender-neutral phrasing, then the text applies equally to women and men.

### PREAMBLE

- (1) In accordance with the social objectives it pursues, Studentenwerk Schleswig-Holstein, a public-law institution, has a duty to grant as many students as possible access to student accommodation. This requires placing a time limit on tenancies, because the provision of rented accommodation in student halls of residences is indirectly sponsored by the state and due to the limited number of places in student halls of residence the greatest possible number is to be provided with a state sponsored place in a residence through the principle of rotation.
- (2) Through various committees established at Studentenwerk Schleswig-Holstein, in particular the central admissions committee and the advisory board, tenants can influence communal life in the student halls of residence.

### SECTION 1 ENTITLEMENT TO RESIDENCE

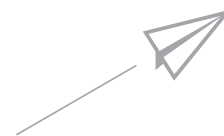
- (1) Tenancies require the tenant to meet the conditions for entitlement to residence in the halls of residence managed by the landlord. Entitled to residence during the tenancy period agreed in the tenancy agreement are students in the meaning of section 2 paragraph 2 StudWG Schl-Holst. up to the termination of their studies. The termination of studies is in particular the completion of the final exam provided in the discipline of the student. For the remainder the entitlement to residence is based on section 5 paragraph 2 of these terms and conditions.
- (2) The tenant must notify the landlord of the termination of his studies, for whatever reasons, within a period of 2 weeks.
- (3) Non-continuation of the entitlement to residence does not constitute for the tenant a right to termination or an entitlement to cancel the agreement with the landlord.
- (4) The tenant must provide the landlord without prompting a confirmation of studies or certificate of de-registration by 30 April of the respective year for the summer semester or by 30 October of the respective year for the winter semester. If the landlord is not in possession of a confirmation of studies by the above-mentioned date, the tenant will be asked in writing to provide the evidence. The resulting costs are borne by the tenant. If after a reminder by the landlord setting a time limit the tenant still does not submit a confirmation of studies, the landlord is entitled to terminate the tenancy.
- (5) If it transpires that the tenant deceived the landlord when signing the tenancy agreement regarding his entitlement to a residence by the landlord although no such entitlement to residence by the tenant existed or cannot yet be obtained for the agreed tenancy period and this would have or has been known to the tenant, the landlord is entitled to terminate the tenancy without notice for substantive reason.

### SECTION 2 EXCHANGE STUDENTS

- (1) The managing director may make separate agreements for housing foreign students who are temporarily in Schleswig-Holstein for study purposes as part of an exchange programme by the state or university.

### SECTION 3 RENTED PROPERTY

- (1) The rented property is designated in the tenancy agreement.
- (2) The rented equipment items are listed in a separate inventory (moving in record). This inventory forms part of the tenancy agreement. The rooms and facilities for common use may be used in accordance with their intended purpose and within the context of the provisions of the house rules. The landlord may alter the content of or revoke the right of usage at any time.
- (3) Upon submission of a confirmed proof of payment of the agreed rental deposit and the proof of payment for the first rent the tenant is given the keys by the janitor. The loss of keys must be notified to the landlord or his agent (janitor) without delay. The tenant must submit the keys to the landlord upon termination of the contractual agreed tenancy period at the latest. Decisive for this purpose is not the dispatch by post by the due date but rather the actual receipt of the keys by the landlord or his agents by the due date. If the tenant does not provide the keys, the landlord is entitled to open the respective premises at the expense of the tenant and have new locks and keys made at the expenses of the tenant. The burden of proof for having provided the keys to the landlord on time rests with the tenant.



- (4) Additional keys may only be procured with the approval of the landlord. They must be returned against reimbursement of the costs when moving out or destroyed in his presence. The landlord has the right to decide whether he reimburses the value of the keys to the tenant or demands their destruction.
- (5) If a key is lost the landlord may claim the costs for installing a new lock or several locking cylinders (locking system) as required to preclude misuse and to protect the tenants (e.g. communal living) unless the misuse of the lost key can be ruled out in advance. If a misuse of the key is ruled out, the landlord may claim the costs for the production of a replacement key. The burden of proof that a misuse is ruled out rests with the tenant.

#### SECTION 4 RENT PAYMENT

- (1) The total sum is collected by direct debit after the 3rd working day of each month in advance. The direct debit mandate is also granted for any increase of the rent or rent shares. A direct debit mandate must be presented at the time of signing the agreement. If there are insufficient funds in the tenant's account at the time of collection, the resulting costs are borne entirely by the tenant.
- (2) In case of payment default the landlord is entitled to charge a flat-rate dunning fee of € 3.00 for each written reminder. This does not affect the claim for legally permitted default interest or for higher default damages.
- (3) In case of payment arrears part payments must first be allocated to costs, then to interest and finally to the main debt, with the older debt taking priority.
- (4) The rent payment by direct debit is agreed as a main obligation.

#### SECTION 5 TENANCY PERIOD, NOTICE

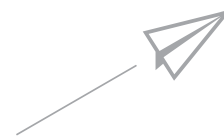
- (1) If the clearance and return of the rental property is delayed after termination of the tenancy, the tenant must pay compensation to the amount of the total rent and other charges until complete clearance and return of the rental property. The landlord is further entitled to claim the resulting damage from the tenant which arises to him from the rental property not being granted to the new tenant and the landlord being subject to compensation claims in this regard.
- (2) The tenancy is time-limited to 6 semesters (agreed tenancy period). When calculating the number of semesters, those semesters during which the tenant already lived in other halls of residence of Studentenwerk Schleswig-Holstein must also be counted. After expiry of the tenancy period specified in the agreement the tenancy terminates without the need for a notice. The tenant can terminate the tenancy with a three month notice period to 01 September or 01 March of the respective year.
- (3) If the tenant continues the use of the rental property after expiry of the tenancy period, the tenancy does not count as having been extended. Section 545 BGB, which assumes in such cases a silent extension of the tenancy, does not apply in this case. The parties waive the right to rely on a silent extension of the tenancy after termination of the tenancy. The parties mutually accept this waiver.
- (4) Termination without adhering to a notice period (termination without notice) is based on the statutory provisions unless the general tenancy terms and conditions state differently.
- (5) The notice must be in writing. For the remainder the statutory provisions apply.

#### SECTION 6 EXTENSION OF THE TENANCY

- (1) Upon request the tenancy specified in section 5 paragraph 2 of the tenancy terms and conditions may be extended by Studentenwerk Schleswig-Holstein. The tenant has no general entitlement to such an extension. The details of the extension procedure are governed by the guidelines on admission and extension for halls of residence of Studentenwerk Schleswig-Holstein which form part of this tenancy agreement in their respective applicable versions. By signing the tenancy agreement the tenant accepts these guidelines as binding.

#### SECTION 7 EARLY TERMINATION OF THE TENANCY

- (1) In variation of section 5 of these terms and conditions the tenancy can be terminated prior to the expiry of the agreed tenancy period upon request by the tenant if an applicant exists who is assigned the residence becoming vacant by the relevant committee. In this respect the tenant can only suggest successor tenants who meet the conditions for admission to a hall of residence of Studentenwerk Schleswig-Holstein and if there are no other regular applicants for a residence. Any suggested successor tenant must neither already be an applicant with Studentenwerk Schleswig-Holstein nor a resident (internal move). For the remainder the guidelines on admissions and extension for halls of residence of Studentenwerk Schleswig-Holstein apply.
- (2) If the tenancy is terminated early in accordance with paragraph 1 and thus not on time, a fee of € 35.00 is charged by Studentenwerk Schleswig-Holstein for the administrative costs of the dissolution. This fee is due prior to handing back the rental property. If a corresponding proof of payment cannot be submitted at the time of the tenant moving out, it will be offset by the landlord against the rent deposit paid by the tenant.



## SECTION 8 DEPOSIT

- (1) Before being given access to the rental premises the tenant must in addition to the first monthly rent pay a deposit of **€ 300.00** for a room or **€ 350.00** for an apartment. The deposit must be transferred to the student union. In exceptional cases the deposit can be paid in cash at the cashier's desk.
- (2) The deposit does not accrue interest for the tenant; Studentenwerk Schleswig-Holstein is exempted from this provision in accordance with section 551 paragraph 3 clause 5 BGB. Rather, the interest earned contributes to the running expenses for the halls of residence and thus result in a correspondingly low rent.
- (3) The tenant may not offset the deposit with claims of the landlord during the duration of the tenancy. The deposit will be used to settle claims of the landlord against the tenant which remain outstanding after termination of the tenancy.
- (4) The deposit or shares of the deposit not having been offset are transferred by the landlord to the tenant after the return of the rental property onto an account to be specified by the tenant.
- (5) If the repayment of the deposit or the shares of the deposit not having been offset is not possible for reasons for which the landlord is not responsible (in particular if the tenant has not specified his new address and an account), the entitlement to repayment of the deposit is forfeited after one year.

## SECTION 9 INTERNAL MOVE BY THE TENANT

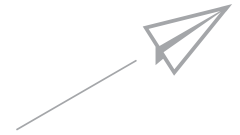
- (1) The tenant has in principle the opportunity to move within the halls of residence managed by Studentenwerk SH. This is possible within a hall of residence during the ongoing semester. Moving into a different hall of residence is only possible at the end of a semester. A moving request must be submitted to the landlord in writing by 15 December (WS) or 15 June (SS). This application is decided by the committees established by the student union.
- (2) The tenant is not entitled to having the desired residence allocated.
- (3) If the tenant is allocated the desired residence, the tenant is charged the resulting additional administrative costs. The administrative fee for the first move is **€ 125.00**, for any subsequent move this fee increases by **€ 5.00** each time. The respective amount must be paid before the tenancy agreement is countersigned by the landlord. A receipt must be submitted to the landlord at the time of the tenant moving into the new room. If the tenant does not present a corresponding receipt, the amount is offset against the rental deposit paid by the tenant for the originally rented room. The tenant must top up the rental deposit again by this amount.

## SECTION 10 ALLOWING USAGE TO THIRD PARTIES - SUBLETTING

- (1) The premises rented by the tenant may not be sublet.
- (2) The tenant is entitled to receive visitors. However, the term visit only covers the temporary presence in the rented premises. Given the fact that the premises rented by the tenant are located in a hall of residence in which the orderly communal living of the parties can only be organised through mutual respect in the interest of all tenants, the landlord is entitled on the basis of his domiciliary rights to evict the visitor from the hall of residence if he causes a nuisance to other tenants. He is also entitled to prohibit a tenant from receiving a visit if this would result in overcrowding and as a result increased wear to the premises due to the size of the premises rented by the tenant. The tenant is further prohibited from allowing a third party the use of the rental property without the approval of the landlord during his absence.
- (3) The landlord is entitled to termination without notice if the tenant in spite of a written reminder by the landlord allows third parties unauthorized use of or sublets the rental property.

## SECTION 11 EXTRAORDINARY TERMINATION BY THE LANDLORD

- (1) The landlord can terminate the tenancy before its scheduled termination in accordance with section 5 of the tenancy agreement:
  - (a) to the end of the semester if the special designated purpose of the tenancy has been violated for reasons found in the person of the tenant and for which he is responsible, or
  - (b) without notice if the continuation of the tenancy is no longer acceptable to the landlord due to significant or constant contractual violations of the tenant.
- (2) A termination of the tenancy in accordance with paragraph 1 lit. (a) is also possible with a notice of 3 months if the entitlement to residence of the tenant no longer exists.
- (3) The termination without notice by the landlord is in particular also possible if
  - (a) the tenant is in default for two consecutive dates with the payment of the rent or a significant amount of the rent, which means rent arrears of more than one monthly rent, or
  - (b) the tenant uses the rented premises in violation of the agreement, in particular sublets to third parties or receives third parties for temporary visits in violation of the agreement, or



- (c) the tenant violates other contractual obligations significantly and/or repeatedly. A significant violation of the agreement is in particular if the tenant repeatedly disturbs the peace at the hall of residence through his behaviour to the extent that, taking into consideration all circumstances of the individual case, in particular the culpability of the contractual parties, and weighing up the mutual interests, the continuation of the tenancy is no longer acceptable.
- (4) For the remainder the right to termination is based on the statutory provisions. Instead of a termination without notice a termination with a notice of 3 months may also be issued.
- (5) In case of a termination by the landlord in accordance with paragraph 3 (c) the autonomous residents administrations are involved in accordance with the guidelines on admissions and extension for halls of residents of Studentenwerk Schleswig-Holstein. Further detail can be found in the guidelines mentioned.
- (6) After notice by the landlord the tenancy ends on the date for which it has been issued. The rental property must be returned on the date specified by the landlord.
- (7) In case of a termination without notice by the landlord the tenant owes the regular payments up to the end of the current semester unless the residence is rented on in the meantime. Any additional damage claims by the landlord remain unaffected.

## SECTION 12 RETURN OF THE RENTAL PROPERTY, COMPENSATION

- (1) At the end of the tenancy the tenant must return the rental property fully vacated and clean with all keys. The tenant is liable for all damages arising to the landlord from the untimely and/or improper vacation of the rental property.
- (2) If the tenant has made alterations to the rental property or added facilities, he must restore the original state at the end of the tenancy at his expense unless agreed differently. For the remainder section 17 paragraph 4 of these terms and conditions applies.

## SECTION 13 MOVING OUT OF THE TENANT

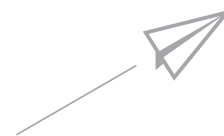
- (3) The precise date of moving out must be coordinated with the janitor one week prior to the planned date. **Move outs are only on working days (Mo – Fr) until 1 pm.** A handover date must be agreed during which an agent of Studentenwerk Schleswig-Holstein records the condition of the premises and furniture in a written record (moving out record). If no date has been coordinated with the student union, the student union is entitled to record any defects found in the report and charge them to the tenant.
- (4) In the interest of settling mutual claims between the tenant and the landlord the tenant must provide the landlord with his address or that of his representative or authorised agent prior to moving out.
- (5) If the tenant vacates the premises after termination of the tenancy without coordinating a handover date and whilst leaving behind objects introduced by him with the intention apparent from the circumstances to finally surrender possession to the premises, the landlord is entitled to have the objects left behind removed at the expense of the tenant. The landlord is also entitled to open and clean the premises and to have new locks fitted at the expense of the tenant if the tenant did not discharge his obligation to vacate or did not do so on time and it is apparent from the circumstances that he has surrendered possession of the premises.
- (6) In this case the landlord may also store objects left behind at the expense of the tenant if they are not removed in spite of a demand. The costs depend on the respective circumstances but amount to at least € 3.00 per day. If the landlord stores the objects of the tenant, the landlord is only liable in case of damage to the objects for his own gross negligence or intent or the gross negligence of his representative or agent. This must be based on the standards the landlord would have to apply when handling his own objects.
- (7) The landlord is entitled to freely dispose of objects left behind after moving out if these have not been collected after two requests setting a time limit. The requests setting a time limit must be separated by at least 3 weeks. The landlord is further entitled to dispose of the objects left behind by the tenant after moving out if he has not collected the objects after the above-mentioned request within 3 months after moving out or vacating. The tenant must bear the costs of these measures. If after utilisation of the objects left behind by the tenant a surplus results after offsetting the costs arising, the landlord will credit this amount to the tenant.

## SECTION 14 HANDOVER OF THE RENTED PREMISES

- (1) Possession will only be granted on working days (except Saturday) during 9.00 to 14.00 h. If the start of the tenancy falls onto a Saturday, Sunday or bank holiday, handover is on the next working day.

## SECTION 15 FIXED RENT

- (1) The fixed rent is composed of the costs arising or calculated in accordance with the second computation ordinance. The choice of the permissible distribution key and calculation method is up to the landlord. No individual calculations take place. The fixed amounts can be adjusted if costs change. The tenant explicitly waives the need for individual proof of the cost items shown.



## SECTION 16 DEFECTS IN THE RENTAL PROPERTY

- (1) The tenant must notify any sources of danger and defects developing during the tenancy. This notice must be without delay and in writing to the landlord. If a defect is already present at the start of the tenancy, the tenant loses his reduction claims if he culpably fails to notify it. Culpability exists in particular if the defect is apparent to anyone.
- (2) For the remainder the tenant is liable to the landlord for a culpably missed or late notice in accordance with section 536c paragraph 2 BGB. The same applies to a culpably incorrect notice.

## SECTION 17 OFFSETTING

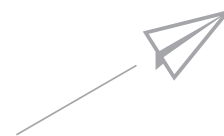
- (1) The tenant can only offset a rent demand against counter claims from the tenancy if he has indicated his intention to the landlord at least 1 month before the due date of the rent in writing. For the remainder the offsetting of the rent demand is precluded unless the tenant submits undisputed or legally established claims.

## SECTION 18 MAINTENANCE OF THE RENTAL PROPERTY

- (2) The tenant commits to treat the rental property and the rooms, facilities and systems dedicated for common use with due care and consideration. He must ensure proper cleaning of the rented object and adequate ventilation of the premises entrusted to him. If the landlord has already requested cleaning by the tenant in writing and the tenant does not comply with this request within the time period specified, the landlord will have the room professionally cleaned. The tenant must bear the costs of this cleaning.
- (3) The tenant must notify the landlord without delay of the loss of property belonging to the hall of residence and of damage to the rental property.
- (4) The tenant is liable for damage caused by his culpable violation of his duty of care and of notification, in particular if technical systems and other facilities are treated improperly, the premises entrusted are inadequately ventilated, heated or protected against frost.  
With regard to the causation of damage the tenant is liable for his visitors as for agents according to section 278 BGB. It is up to the tenant to exonerate himself. For damage to the premises and facilities and systems used jointly by several tenants, these are jointly liable.
- (5) Damage caused to the rental property and common facilities by the behaviour of the tenant is generally repaired by the landlord. The tenant is obliged to bear the costs for the professionally conducted repairs.
- (6) The landlord is entitled to create new common facilities or remove them if this appears appropriate at his discretion, taking into account the concerns of the entirety of tenants and the landlord. If a special fee has been agreed for this service in addition to the rent, this must be re-assessed for changes of services and costs; for newly created facilities an appropriate fee may be charged.
- (7) The landlord may also carry out repairs, modernization and structural changes becoming necessary for the maintaining and upgrading of the hall of residence or rented premises or for the avoidance or removal of damage without the approval of the tenant. The tenant must provide access to the premises concerned and must not delay or obstruct the execution of the work or will have to bear the resulting costs. Inasmuch as the tenant is obliged to tolerate the work he has a right to rent reduction if these measures significantly impair his use of the rented premises. Further claims by the tenant are excluded.

## SECTION 19 LANDLORD ACCESS TO THE RENTED PREMISES

- (1) In the following cases the tenant must grant the landlord or his agent access to the rented premises after notice:
  - (a) during normal business hours for the review of the condition of the rental property as required, however, at least once during the semester;
  - (b) for the duration of the execution of work, maintenance and structural changes to the rented premises.
- (2) The landlord is entitled to also enter the rented premises of the tenant without notice if this is necessary to prevent danger to life, limb or health of persons and to prevent significant material damage. In case of such danger it is permitted to enter the premises at any time day and night.
- (3) The landlord shall inform the tenant as early as circumstances permit about the date and approximate duration for events according to paragraph 1.
- (4) If the tenant refuses access or makes it impossible in some other way, he is liable to compensation for all resulting damages and subsequent damages.



## SECTION 20 HOUSE RULES

- (1) The landlord and tenant commit to maintain domestic peace and mutual respect. It is explicitly pointed out that gross violations against this obligation justify termination without notice by the parties.
- (2) To maintain order in the hall and for the use of the common facilities the house rules apply. The tenant commits to acknowledge and comply with the house rules.
- (3) The house rules may be amended unilaterally by the landlord if this is necessitated by compelling reasons of order or management.

## SECTION 21 LANDLORD LIABILITY

- (1) The landlord is only liable for personal injury and material damage of the tenant and his visitors and of the objects introduced by the tenant in case of intent or gross negligence. This applies also to the agents of the landlord. This applies in particular also for damage or theft of vehicles and bicycles even if these were parked in spaces provided for this purpose or other areas of the hall of residence.

## SECTION 22 KEEPING ANIMALS

- (1) The keeping of animals is generally prohibited. This does not include small animals, such as birds, hamsters, ornamental fish etc., as long as they do not disturb other tenants and the animals care kept in suitable containers.

## SECTION 23 BICYCLES

- (1) The tenant must not take bicycles into the rental property or the corridors leading to the rental property. The tenant must park his bicycle in the storage facilities provided for this purpose or in front of the hall of residence.

## SECTION 24 DECLARATIONS

- (1) Declarations by the tenant concerning the tenancy must be in writing to be effective. They must be issued exclusively to the administration of Studentenwerk Schleswig-Holstein.

## SECTION 25 INVALIDITY OF INDIVIDUAL PROVISIONS

- (1) If individual provisions of the tenancy agreement or the general tenancy terms and conditions are invalid, the remaining provisions continue to be valid. A substitute provision to achieve the same commercial and legal effect is considered to have been agreed within the legally permitted boundaries.

## SECTION 26 EFFECTIVENESS

- (1) These general tenancy terms and conditions replace the general tenancy terms and conditions in the version of November 2001 and also apply to all existing tenancy agreements. It is not necessary to hand the new general tenancy terms and conditions to every tenant, since the opportunity to view them has been ensured by Studentenwerk Schleswig-Holstein.

Susann Schrader,  
Managing director of Studentenwerk Schleswig-Holstein

<sup>1</sup> Please note: This text was translated from German. There might be mistakes due to the translation. The German text is authoritative.